

Express Mail EL078412619 US

DECLARATION AND POWER OF ATTORNEY
FOR A PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled PELLET IMPLANT SYSTEM FOR IMMEDIATE AND DELAYED RELEASE OF ANTIPARASITIC DRUG, the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56. (Under Sec. 1.56 information is material to patentability when it is not cumulative to information already of record before the Patent and Trademark Office with respect to the present application and it establishes either by itself or in combination with other information a prima facie case of unpatentability of a claim or it refutes or is inconsistent with a position taken in opposing an argument of unpatentability relied upon by the Patent and Trademark Office or in asserting an argument of patentability. Under this section a prima facie case of unpatentability is established when the information compels a conclusion that a

claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.)

I hereby state that I do not know and do not believe that the invention was ever known or used in the United States of America before my invention thereof; that to the best of my knowledge and belief the invention has not been in public use or on sale in the United States of America more than one year prior to this application, or patented or described in any printed publication in any country before my invention thereof or more than one year prior to this application, or patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to this application; and that no application for patent or inventor's certificate on this invention has been filed in any country foreign to the United States of America prior to this application by me or my legal representatives or assigns.

I hereby appoint Malcolm A. Litman, Reg. No. 19,579; Gerald M. Kraai, Reg. No. 34,854; John C. McMahon, Reg. No. 29,415; Mark E. Brown, Reg. No. 30,361, Kent R. Erickson, Reg. No. 36,793 and Gerald L. Brigrance, Reg. No. 34,073, all members of the bar of the State of Missouri, whose postal address is Litman, McMahon & Brown, L.L.C., 4700 Bellevue, Suite 200, Kansas City, Missouri

64112, telephone (816) 931-1800, as my attorneys, with full power of substitution, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent Office connected therewith in my behalf.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 28 Sept 98


Dale C. Kenison

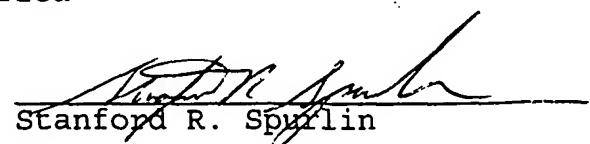
Residence: 12202 W. 130th Street, Overland Park, Kansas 66213

Post Office

Address: 12202 W. 130th Street, Overland Park, Kansas 66213

Citizenship: United States of America

Date: 28 Sept 98


Stanford R. Spurlin

Residence: 14000 W. 114th Terr., Lenexa, Kansas 66215

Post Office

Address: 14000 W. 114th Terr., Lenexa, Kansas 66215

Citizenship: United States of America

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: KENISON, Dale C. et al.Application No./Patent No. _____ Filed/Issue Date: 09/10/2003Entitled: Pellet Implant System for the Immediate and Delayed Release of Antiparasitic Drug

Ivy Animal Health, Inc., a Corporation
 (Name of Assignee) (Type of Assignee e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title and interest; or
2. an assignee of less than the entire right, title and interest.
 The extent (by percentage) of its ownership interest is %

In the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Dale C. Kenison To: Ivy Laboratories, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Stanford L. Spurin To: Ivy Laboratories, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Ivy Laboratories, Inc. To: Ivy Animal Health, Inc.
 The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

09/10/2003

Date

David J. Lind

Typed or printed name



Signature

Chief Financial Officer

Title

70021220.0092

(Attorney Docket No.)

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Please type a plus sign (+) inside the box

PTO/SB/52 (08/03)

Approved for use through 11/30/2005. OMB 0651-0035
Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW POWER OF ATTORNEY

| | |
|------------------------|---|
| Application Number | |
| Filing Date | September 10, 2003 |
| First Named Inventor | Kenison, Dale C. |
| Group Art Unit | |
| Examiner Name | |
| Title | Pellet Implant System for the Immediate and Delayed Release of Antiparasitic Drug |
| Attorney Docket Number | 70021220.0092 |

I hereby revoke all previous powers of attorney given in the above-identified application and now hereby appoint:

Practitioner(s) at Customer Number:

2626

OR

Practitioner(s) named below:

| Name | Registration Number |
|------|---------------------|
| | |
| | |
| | |
| | |

As my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

The address associated with Customer Number:

6263

OR

| | | | |
|--|-------|-----|--|
| <input type="checkbox"/> Firm or Individual Name | | | |
| Address | | | |
| Address | | | |
| City | State | Zip | |
| Country | | | |
| Telephone | Fax | | |

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/98).

SIGNATURE of Applicant or Assignee of Record

| | | | |
|-----------|----------------------|--|--|
| Name | <i>David J. Lind</i> | | |
| Signature | <i>David J. Lind</i> | | |
| Date | 9/10/03 | | |

Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required.
Submit multiple forms if more than one signature is required, see below.

Total of 1 form is submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments or the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Box Patent Application, Washington, DC 20231.

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

| | | |
|--|--|---|
| 1. Name of conveying party(ies): Ivy Laboratories, Inc. A <u>Delaware Corporation</u> (State of Incorp. and Type of Corp. or, Individual(s)) | | 2. Name and address of receiving party(ies) Name: <u>Ivy Animal Health, Inc.</u> Internal Address: _____ |
| Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | A <u>Delaware Corporation</u> (State of Incorp. and Type of Corp.) Street Address: <u>9111 Barton Street</u> City: <u>Overland Park</u> State: <u>KS</u> Zip: <u>66214</u> |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ | | Execution Date: <u>12/29/1998</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Application number(s) or patent number(s): New divisional application If this document is being filed together with a new application, the execution date of the application is: <u>09/10/2003</u> A. Patent Application No.(s) | | B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Name and Address of party to whom correspondence concerning documentation should be mailed: Name: <u>Lara Dickey Lewis</u> Internal Address: <u>SONNENSCHEIN NATH</u> <u>& ROSENTHAL</u> Street Address: <u>P.O. Box 061080, Wacker Drive</u> <u>Station, Sears Tower</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> | | 6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account |
| | | 8. Deposit Account Number: <u>19-3140</u> (Attach duplicate copy of this page if paying by deposit account) |

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lara Dickey Lewis, Reg. No. 48,161

Name of Person Signing

Lara Dickey Lewis

Signature

09/10/2003

Date

Total number of pages including cover sheet, attachments, and documents:

5

**CERTIFICATE OF MERGER
OF
IVY LABORATORIES, INC.
AND
VETLIFE L.L.C.
WITH AND INTO
IVY ANIMAL HEALTH, INC.**

(Under Section 251 and 264 of the General Corporation Law of the State of Delaware)

It is hereby certified that:

1. The constituent business entities participating in the merger are:
 - (i) Ivy Animal Health, Inc., a Delaware corporation ("Ivy Animal");
 - (ii) Ivy Laboratories, Inc., a Delaware corporation and a wholly-owned subsidiary of Ivy Animal ("Ivy Laboratories"); and
 - (iii) VetLife L.L.C., a Delaware limited liability company and a wholly-owned subsidiary of Ivy Animal ("VetLife").
2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of Sections 251 and 264(c) of the General Corporation Law of the State of Delaware.
3. The name of the surviving corporation in the merger herein certified shall be Ivy Animal Health, Inc. ("surviving corporation"), which will continue its existence as said surviving corporation under its present name upon the effective date of the merger pursuant to the provisions of the General Corporation Law of the State of Delaware.
4. The Certificate of Incorporation of Ivy Animal, as now in force and effect (the "Certificate of Incorporation"), shall continue to be the Certificate of Incorporation of said surviving corporation until amended or changed pursuant to the provisions of the General Corporation Law of the State of Delaware; provided however, that said Certificate of Incorporation shall be amended by deleting Article FOURTH thereof in its entirety and inserting the following:

"FOURTH: The total number of shares of common stock that the corporation shall have the authority to issue is twenty thousand (20,000) shares of Common Stock, without par value, which shall consist of ten thousand (10,000) shares of Class A Common Stock (the "Class A Stock"), without par value, and ten thousand (10,000) shares of Class B Common Stock (the "Class B Stock"), without par value.

As of December 31, 1998, each outstanding share of the corporation's Common Stock will without further action by the corporation or the holder thereof be deemed to be changed and reclassified into an equivalent number of shares of Class A Stock, and the 1,990 previously unissued shares of the corporation's Common Stock will without further action by the corporation be deemed to be changed and reclassified into an aggregate of 1,990 unissued shares of Class A Stock.

Except as otherwise provided herein, all shares of Class A Stock and Class B Stock will be identical and will entitle the holder thereof to the same rights, privileges and benefits.

1. Voting Rights. Except as otherwise required by law, the holders of Class A Stock will be entitled to one vote per share on all matters to be voted on by the corporation's stockholders, and the holders of Class B Stock will have no right to vote on any matters to be voted on by the corporation's stockholders.

2. Dividends. When and as dividends are declared thereon, whether payable in cash, property or securities of the corporation, the holders of Class A Stock and the holders of Class B Stock will be entitled to share equally, share for share, in such dividends; provided that if dividends are declared which are payable in shares of Class A Stock or Class B Stock, dividends will be declared which are payable at the same rate on both classes of stock, and the dividends payable in shares of Class A Stock will be payable to holders of Class A Stock and the dividends payable in shares of Class B Stock will be payable to holders of Class B Stock.

3. Liquidation. In the event of a liquidation, dissolution or winding up of the corporation, the holders of the Class A Stock and the holders of the Class B Stock will be entitled to share ratably, on a share-for-share basis, in all distributions made in connection with such liquidation, dissolution or winding up."

5. The executed Agreement of Merger between the aforesaid constituent entities is on file at the principal place of business of the surviving corporation, the address of which is as follows:

Ivy Animal Health, Inc.
8857 Bond Street
Overland Park, Kansas 66214

6. A copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of Ivy Laboratories or Ivy Animal or to any member of VetLife.

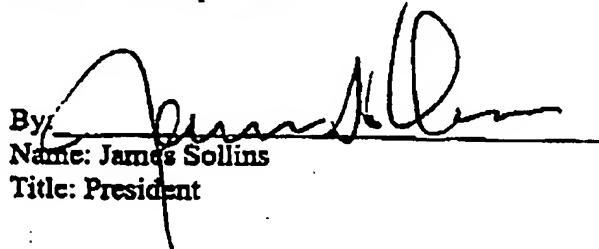
7. The effective date of the merger is December 31, 1998.

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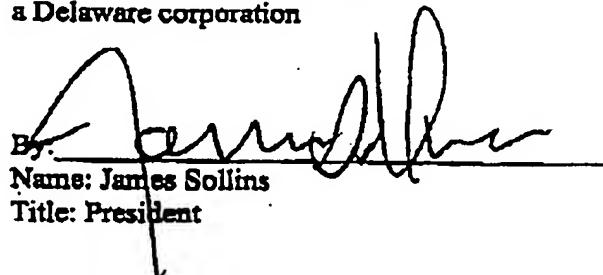
IN WITNESS WHEREOF, the undersigned has subscribed this document on the date set forth below and does hereby affirm and acknowledge that the statements contained herein have been examined by him and are true and correct.

Dated: December 19, 1998

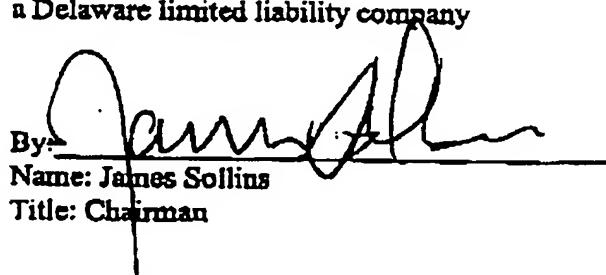
IVY ANIMAL HEALTH, INC.,
a Delaware corporation

By: 
Name: James Sollins
Title: President

IVY LABORATORIES, INC.,
a Delaware corporation

By: 
Name: James Sollins
Title: President

VETLIFE L.L.C.,
a Delaware limited liability company

By: 
Name: James Sollins
Title: Chairman

RECORDATION FORM COVER SHEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings - - - - -

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dale C. Kenison
Stanford R. Spurlin

A Individuals, US Citizens

(State of Incorp. and Type of Corp. or, Individual(s))

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 09/28/1998

2. Name and address of receiving party(ies)

Name: Ivy Laboratories, Inc.

Internal Address: _____

A Delaware Corporation

(State of Incorp. and Type of Corp.)

Street Address: 8857 Bond Street

City: Overland Park State: KS Zip: 66214

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): New divisional application

If this document is being filed together with a new application, the execution date of the application is: 09/10/2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?

Yes No

5. Name and Address of party to whom correspondence concerning documentation should be mailed:

Name: Lara Dickey Lewis

Internal Address: SONNENSCHEIN NATH
& ROSENTHAL

Street Address: P.O. Box 061080, Wacker Drive

Station, Sears Tower

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41). \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number:

19-3140

(Attach duplicate copy of this page if paying by deposit account)

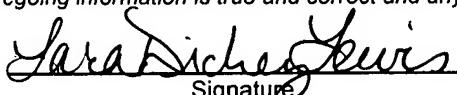
DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lara Dickey Lewis, Reg. No. 48,161

Name of Person Signing


Signature

09/10/2003

Date

Total number of pages including cover sheet, attachments, and documents:

6

A S S I G N M E N T

For good and valuable consideration, the receipt of which is hereby acknowledged, we hereby assign, transfer and convey to Ivy Laboratories, Inc., a corporation created and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 8857 Bond Street, Overland Park, Kansas 66214, its successors, legal representatives and assigns, the entire right, title and interest in and to our invention for improvements in PELLET IMPLANT SYSTEM FOR IMMEDIATE AND DELAYED RELEASE OF ANTIPARASITIC DRUG, in and to the application for Letters Patent of the United States therefor executed by us on the 28 day of September, 1990 and in and to the Letters Patent to be issued pursuant to said application, and any divisions, continuations, reissues and extensions thereof, and all applications for Letters Patent, or similar legal protection which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof or legal equivalent thereof.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any

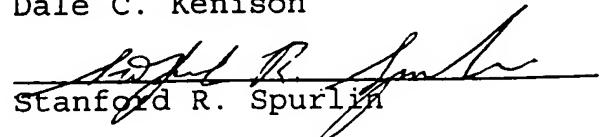
country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications aforesaid, to issue all Letters Patent or similar legal protection for said invention to said Ivy Laboratories, Inc., the same to be held by said Ivy Laboratories, Inc. for its own use and behoof and for the use and behoof of its successors, or assigns, to the full end of the term for which said Letters Patent or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

For said consideration, we hereby agree, upon the request of said assignee, its successors, legal representatives and assigns, to execute any and all divisional and renewal applications for said invention or improvements and any supplemental oath or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives or assigns may deem necessary or expedient, and for said considerations, we further agree, upon the request of said assignee, its successors, legal representatives or assigns, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to

cooperate to the best of our ability with said assignee, its successors, legal representatives or assigns in the matters of preparing the preliminary statement and giving and producing evidence in support thereof. We hereby agree to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said assignee, its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, and we hereby covenant and warrant that as of the date hereof we are the true and lawful owners of the entire right, title and interest in said invention, application for Letters Patent aforesaid, and the Letters Patent which may issue pursuant thereto, and have the full right and power to convey the same, and that the same is free and clear of all liens, charges and encumbrances whatsoever, and that we have not executed and will not execute any agreement in conflict herewith.

WITNESS our hands and seals this 28th day of September,
1998, and this 28 day of Sept, 1999.


Dale C. Kenison


Stanford R. Spurlin

ACKNOWLEDGEMENT

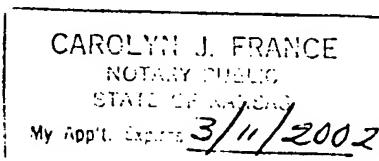
STATE OF Kansas)
COUNTY OF Johnson) ss.

On this 28th day of September, 1998, before
me, a Notary Public in and for the State and county aforesaid,
personally appeared Dale C. Kenison, to me known and known to me
to be the person of that name who signed and sealed the foregoing
instrument, and he acknowledged the same to be his free act and
deed.

Carolyn J. France
Notary Public

My Commission Expires:

3/11/2002



ACKNOWLEDGEMENT

STATE OF Kansas)
COUNTY OF Johnson) SS.

On this 28th day of September, 1998,

before me, a Notary Public in and for the State and County
aforesaid, personally appeared Stanford R. Spurlin, to me known
and known to me to be the person of that name who signed and
sealed the foregoing instrument, and he acknowledged the same to
be his free act and deed.

Carolyn J. France
Notary Public

My Commission Expires:

3/11/2002

